

REMARKS

Claims 1-47 are pending in the Application. The drawings and Specification are objected to. Claims 1-47 are rejected under 35 U.S.C. § 103(a). Applicant respectfully traverses these rejections for at least the reasons stated below and respectfully requests the Examiner to reconsider and withdraw these rejections.

Applicant thanks the Examiner for discussing the present Office Action, and in particular, the rejection to claim 1, with Applicant's attorney, Robert Voigt, on November 16, 2004.

I. OBJECTIONS TO THE DRAWINGS:

The Examiner has objected to the drawings since the reference numbers 331 and 332 in Figure 3 were not mentioned in the Specification. Paper No. 3, page 2. Applicant has amended the Specification to insert the reference numbers 331 and 332 as indicated above. Consequently, Applicant respectfully requests the Examiner to withdraw the objections to the drawings.

II. OBJECTIONS TO THE SPECIFICATION:

The Examiner has objected to the Specification for not including the proprietary nature of the mark "Java" in the Specification. Paper No. 3, page 2. Applicant has amended the Specification to include the proprietary nature of the mark "Java" as indicated above. Consequently, Applicant respectfully requests the Examiner to withdraw the objections to the Specification.

III. REJECTIONS UNDER 35 U.S.C. § 103(a):

The Examiner has rejected claims 1-47 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0112232 to Ream et al. (hereinafter "Ream") in view of U.S. Patent No. 6,405,364 (Bowman-Amuah) (hereinafter "Bowman"). Applicant respectfully traverses these rejections for at least

the reasons stated below and respectfully requests the Examiner to reconsider and withdraw these rejections.

A. The Examiner has not provided any objective evidence for combining Ream with Bowman.

A *prima facie* showing of obviousness requires the Examiner to establish, *inter alia*, that the prior art references teach or suggest, either alone or in combination, all of the limitations of the claimed invention, and the Examiner must provide a motivation or suggestion to combine or modify the prior art reference to make the claimed inventions. M.P.E.P. §2142. The showings must be clear and particular and supported by objective evidence. *In re Lee*, 277 F.3d 1338, 1343, 61 U.S.P.Q.2d 1430, 1433-34 (Fed. Cir. 2002); *In re Kotzab*, 217 F.3d 1365, 1370, 55 U.S.P.Q.2d 1313, 1317 (Fed. Cir. 2000); *In re Dembiczak*, 50 U.S.P.Q.2d. 1614, 1617 (Fed. Cir. 1999). Broad conclusory statements regarding the teaching of multiple references, standing alone, are not evidence. *Id.*

The Examiner's motivation for modifying Ream with Bowman<sup>1</sup> is "because a team of developers provide a wider body of knowledge, useful in software development, and may contribute work effort from distributed locations via the network." Paper No. 3, page 6. The Examiner's motivation is insufficient to support a *prima facie* case of obviousness for at least the reasons stated below.

The Examiner's motivation is not a motivation as to why one of ordinary skill in the art with the primary reference (Ream) in front of him would have been motivated to modify Ream with the teachings of the secondary reference (Bowman). The Examiner's motivation is a motivation for Bowman to solve its problem. Bowman teaches that the conventional Web environment provides less complex,

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<sup>1</sup> Applicant requests the Examiner to particularly point out the missing limitation that Ream does not disclose. The Examiner states that Ream's system was automated and failed to show a group of developers working on a development environment. Paper No. 3, page 5. However, there is no limitation in claim 1 that recites this limitation.

faster interactions because of the Web's level of interaction between clients and servers. Column 2, lines 11-14. Bowman further teaches that requirements are specified for both a system to be built and an implementation strategy to fulfill the requirements. Column 2, lines 19-21. Bowman further teaches that the performance and maintenance of the system are improved by using information relating to a previous system. Column 2, lines 22-24. Bowman further teaches that the system is tested to ensure that the requirements are fulfilled. Column 2, lines 28-29. Bowman further teaches that a team of developers are used to test the system to be developed. Column 11, lines 40-43. Thus, Bowman teaches that a system is improved by using information relating to a previous system and then testing the system to ensure that requirements are fulfilled using a team of developers. Hence, the Examiner's motivation ("because a team of developers provide a wider body of knowledge, useful in software development") relates to improving the performance and maintenance of a system which relates to the problem to be solved in Bowman. The Examiner's motivation is not a suggestion to combine Ream with Bowman. The Examiner must provide objective evidence as to why one of ordinary skill in the art with Ream in front of him, which teaches installing required software on a computer while minimizing the amount of operator intervention required for installation ([0010] of Ream), would have been motivated to modify the teachings of Ream with the teachings of Bowman, which teaches building systems in a development architectural framework (Abstract of Bowman). *See In re Lee*, 61 U.S.P.Q.2d 1430, 1433-34 (Fed. Cir. 2002); *In re Kotzab*, 55 U.S.P.Q.2d 1313, 1318 (Fed. Cir. 2000). Merely stating the motivation to solve the problem of the secondary reference (Bowman) is not evidence for suggesting the combination of the primary reference (Ream) with the secondary reference (Bowman). *See Id.* Consequently, the Examiner's motivation is insufficient to support a *prima facie* case of obviousness for rejecting claims 1-47. *In re Lee*, 61 U.S.P.Q.2d 1430, 1434 (Fed. Cir. 2002).

Furthermore, the Examiner's motivation for modifying Ream with Bowman to have a statement of work that includes contract conditions, as recited in claim 6 and similarly in claims 20, 31 and 42, is "because a clear agreement is necessary to appropriately plan and organize the development work and work efficiently towards an acceptable goal." Paper No. 3, page 8. The Examiner's motivation is insufficient to support a *prima facie* case of obviousness for at least the reasons stated below.

The motivation to modify Ream with Bowman must come from one of three possible sources: the nature of the problem to be solved, the teachings of the prior art, and the knowledge of persons of ordinary skill in the art. *In re Rouffet*, 149 F.3d 1350, 1357, 47 U.S.P.Q.2d 1453, 1457-58 (Fed. Cir. 1998). The Examiner has not provided any evidence that her motivation comes from any of these sources. Instead, the Examiner is relying upon her own subjective opinion which is insufficient to support a *prima facie* case of obviousness. *In re Lee*, 61 U.S.P.Q.2d 1430, 1434 (Fed. Cir. 2002). Consequently, the Examiner's motivation is insufficient to support a *prima facie* case of obviousness for rejecting claims 6, 20, 31 and 42. M.P.E.P. §2143.

B. The Examiner has not presented a reasonable expectation of success when combining Ream with Bowman.

The Examiner must present a reasonable expectation of success in combining Ream with Bowman in order to establish a *prima facie* case of obviousness. M.P.E.P. §2143.02.

Ream teaches that it is an object of the present invention to provide a system and method that allows the sequential installation of software onto a recipient computer with a minimum of operator involvement. [0008]. Ream further teaches installing required software on a computer while minimizing the amount of operator intervention required for the installation. [0010].

Bowman, on the other hand, teaches system building techniques in a development framework. Column 1, lines 20-21. Bowman further teaches that the conventional Web environment provides less complex, faster interactions because of the Web's level of interaction between clients and servers. Column 2, lines 11-14. Bowman further teaches that requirements are specified for both a system to be built and an implementation strategy to fulfill the requirements. Column 2, lines 19-21. Bowman further teaches that the performance and maintenance of the system are improved by using information relating to a previous system. Column 2, lines 22-24. Bowman further teaches that the system is tested to ensure that the requirements are fulfilled. Column 2, lines 28-29. Bowman further teaches that a team of developers are used to test the system to be developed. Column 11, lines 40-43.

The Examiner has not presented any evidence that there would be a reasonable expectation of success in combining Ream, that relates to sequential installation of software onto a recipient computer with a minimum of operator involvement, with Bowman, that relates to system building techniques in a development framework. The Examiner must provide objective evidence as to how sequentially installing software onto a recipient computer with a minimum of operator involvement would be combined with system building techniques in a development framework. M.P.E.P. §2143.02. Since the Examiner has not provided such evidence, the Examiner has not presented a reasonable expectation of success in combining Ream with Bowman. M.P.E.P. §2143.02. Accordingly, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 1-47. M.P.E.P. §2143.02.

C. By combining Ream with Bowman, the principle of operation of Ream would change.

If the proposed modification or combination of the prior art would change the principle of the operation of the prior art invention being modified, then the teachings

of the references are not sufficient to render the claims *prima facie* obvious. *In re Ratti*, 270 F.2d 810, 123 U.S.P.Q. 349 (C.C.P.A. 1959). Further, if the proposed modification would render the prior art invention being modified unsatisfactorily for its intended purpose, then there is no suggestion or motivation to make the proposed modification. *In re Gordon*, 733 F.2d 900, 221 U.S.P.Q. 1125 (Fed. Cir. 1984). For the reasons discussed below, Applicant submits that by combining Ream with Bowman, the principle of operation in Ream would change and subsequently render the operation of Ream to perform its purpose unsatisfactorily.

As stated above, Ream teaches that it is an object of the present invention to provide a system and method that allows the sequential installation of software onto a recipient computer with a minimum of operator involvement. [0008]. Ream further teaches installing required software on a computer while minimizing the amount of operator intervention required for the installation. [0010].

Bowman, on the other hand, teaches system building techniques in a development framework. Column 1, lines 20-21. Bowman further teaches that the conventional Web environment provides less complex, faster interactions because of the Web's level of interaction between clients and servers. Column 2, lines 11-14. Bowman further teaches that requirements are specified for both a system to be built and an implementation strategy to fulfill the requirements. Column 2, lines 19-21. Bowman further teaches that the performance and maintenance of the system are improved by using information relating to a previous system. Column 2, lines 22-24. Bowman further teaches that the system is tested to ensure that the requirements are fulfilled. Column 2, lines 28-29. Bowman further teaches that a team of developers are used to test the system to be developed. Column 11, lines 40-43.

By combining Ream with Bowman, Ream would no longer be able to sequentially install software onto a recipient computer with a minimum of operator involvement. As stated above, the purpose of Ream is to sequentially install software

onto a recipient computer with a minimum of operator involvement. However, Bowman teaches that a system is improved by using information relating to a previous system and then testing the system to ensure that requirements are fulfilled using a team of developers. Developing system building techniques in a development framework using a team of developers is contrary to installing software. Furthermore, developing system building techniques in a development framework using a team of developers is contrary to installing software with a minimum of operator involvement. Hence, by combining Ream with Bowman, Ream would no longer be able to sequentially install software onto a recipient computer with a minimum of operator involvement. Thus, by combining Ream with Bowman, the principle of operation in Ream would change, and subsequently render the operation of Ream to perform its purpose unsatisfactorily. Therefore, the Examiner has not presented a *prima facie* case of obviousness for rejecting claims 1-47 *In re Gordon*, 733 F.2d 900, 221 U.S.P.Q. 1125 (Fed. Cir. 1984); *In re Ratti*, 270 F.2d 810, 123 U.S.P.Q. 349 (C.C.P.A. 1959).

D. Ream and Bowman, taken singly or in combination, do not teach or suggest the following claim limitations.

Applicant respectfully asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "receiving a first request comprising a description of said development environment and said software application to be developed, wherein said development environment comprises hardware components and software components" as recited in claim 1 and similarly in claims 15, 26 and 37. The Examiner cites paragraphs 0036 and 0044 of Ream as teaching the above-cited claim limitation. Paper No. 3, pages 3-4. Applicant respectfully traverses and asserts that Ream instead teaches a person providing a build definition that may include the identification of a desired operating system, as well as of specific software applications or updates of applications desired to be installed on a recipient computer. [0036]. There is no language in the cited passages that teaches that the build

definition includes an identification of both hardware and software. Instead, the build definition provides an identification of only software. Hence, Ream does not teach receiving a request that includes a description of the development environment where the development environment includes hardware components and software components. Furthermore, there is no language in the cited passages that teaches receiving a request that includes a description of a software application to be developed. Instead, Ream teaches a person identifying the software to be installed on a computer. [0036]. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 1, 15, 26 and 37, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "reviewing said first request in accordance with control information for managing said first request" as recited in claim 1 and similarly in claims 15, 26 and 37. The Examiner cites steps 200 and 202 in Figure 2 of Ream as teaching the above-cited claim limitation. Paper No. 3, page 4. Applicant respectfully traverses and asserts that Ream instead teaches that a build definition is received from a build requester and that a build plan for the recipient computer may be generated based upon pre-defined information related to the requested software programs. [0044]. There is no language in the passage, that describes steps 200 and 202, that teaches control information for managing a request. Neither is there any language in the passage, that describes steps 200 and 202, that teaches reviewing a request in accordance with control information for managing the request. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 1, 15, 26 and 37, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "assigning said first request to one or more



developers" as recited in claim 1 and similarly in claims 15, 26 and 37. The Examiner cites step 202 in Figure 2 of Ream as teaching the above-cited claim limitation. Paper No. 3, page 4. Applicant respectfully traverses and asserts that Ream instead teaches that a build definition is received from a build requester and that a build plan for the recipient computer may be generated based upon pre-defined information related to the requested software programs. [0044]. There is no language in the passage, that describes step 202, that teaches assigning a request. Neither is there any language in the passage, that describes step 202, that teaches assigning a request to a developer. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 1, 15, 26 and 37, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "establishing said development environment upon said processing said first request" as recited in claim 1 and similarly in claims 15, 26 and 37. The Examiner cites paragraph 0050 of Ream as teaching the above-cited claim limitation. Paper No. 3, page 4. Applicant respectfully traverses and asserts that Ream instead teaches that a build plan includes references to data installation packages causing the sequential execution of installation program command lines. [0049]. Ream further teaches that when dependencies exist, the build generating software can determine whether additional software services or programs are required to be installed for the requested software to function correctly. [0049]. Hence, Ream teaches installing software onto a computer. However, there is no language in the cited passage that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passage that teaches establishing such a development environment upon processing a request that includes a description of the development environment and a software application to be developed. Therefore, the Examiner

has not presented a *prima facie* case of obviousness in rejecting claims 1, 15, 26 and 37, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "monitoring said development environment asynchronously for violations of conditions established by said control information" as recited in claim 1 and similarly in claims 15, 26 and 37. The Examiner cites paragraph 0044 of Ream as teaching the above-cited claim limitation. Paper No. 3, page 5. Applicant respectfully traverses and asserts that Ream instead teaches that once the last software package has been installed, the recipient computer may verify the completion of the execution of the build plan (instructs the recipient computer to sequentially load software packages). [0044]. There is no language in the cited passage that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passage that teaches monitoring such a development environment asynchronously. Neither is there any language in the cited passage that teaches monitoring such a development environment asynchronously for violations of conditions. Neither is there any language in the cited passage that teaches monitoring such a development environment asynchronously for violations of conditions established by control information. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 1, 15, 26 and 37, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Claims 2-14, 16-25, 27-36 and 38-47 recite combinations of features including the above combinations and thus are patentable for at least the above-stated reasons. Claims 2-14, 16-25, 27-36 and 38-47 recite additional features, which, in combination with the features of the claims upon which they depend, are patentable over Ream in view of Bowman.

For example, Ream and Bowman, taken singly or in combination, do not teach or suggest "identifying a violation of a condition; and notifying a developer of said violated condition" as recited in claim 2 and similarly in claims 16, 27 and 38. The Examiner cites paragraphs 0044 and 0066 of Ream as teaching the above-cited claim limitations. Paper No. 3, page 6. Applicant respectfully traverses and asserts that Ream instead teaches that once the last software package has been installed, the recipient computer may verify the completion of the execution of the build plan (instructs the recipient computer to sequentially load software packages). [0044]. Ream further teaches that the build plan may write an entry to an event log evidencing the success or failure of the specific installation. [0066]. Ream further teaches that if the build plan executed successfully, the build requester or another person can be notified of the success of the execution of the build plan. [0044]. Hence, Ream teaches writing to an entry in a log evidencing the success or failure of an installation. Indicating the success or failure of an installation is not the same as identifying a violation of a condition. Furthermore, Ream teaches notifying a person if the build plan executed successfully. This is not the same as notifying a developer of a violated condition. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 2, 16, 27 and 38, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "inserting information of said violation of said condition in a report; and issuing said report to a customer " as recited in claim 3 and similarly in claims 17, 28 and 39. The Examiner cites paragraphs 0044 and 0066 of Ream as teaching the above-cited claim limitations. Paper No. 3, pages 6-7. Applicant respectfully traverses and asserts that Ream instead teaches that the build plan may write an entry to an event log evidencing the success or failure of the specific installation. [0066]. Ream further teaches that if the build plan executed

successfully, the build requester or another person can be notified of the success of the execution of the build plan. [0044]. There is no language in the cited passages that teaches a report. Neither is there any language in the cited passages that teaches inserting information of a violation of a condition in a report. Neither is there any language in the cited passages that teaches issuing a report to a customer. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 3, 17, 28 and 39, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "inserting information on a status of said development environment in a report; and issuing said report to a customer" as recited in claim 4 and similarly in claims 18, 29 and 40. The Examiner cites paragraphs 0044 and 0064 of Ream as teaching the above-cited claim limitations. Paper No. 3, page 7. Applicant respectfully traverses and asserts that Ream instead teaches that once a build plan has started on a recipient computer, the build plan may cause an event log to be created by starting or opening a file on the recipient computer. [0064]. Ream further teaches that the purpose of the event log is to be a diary which the build plan may use to record specific events which occur during the execution of the build plan. [0064]. Ream further teaches that the event log may be used to contain messages related to the success or failure of the installation of individual software packages or of errors which occur during execution of the build plan. [0064]. Ream further teaches that if the build plan executed successfully, the build requester or another person can be notified of the success of the execution of the build plan. [0044]. Hence, Ream teaches logging messages related to the success or failure of the installation of individual software packages or of errors during execution of the build plan. Ream further teaches notifying an individual of the success in the execution of the build plan. However, there is no language in the cited passages that teaches a development environment that includes hardware components and software

components. Neither is there any language in the cited passages that teaches a report. Neither is there any passage in the cited passage that teaches inserting information on the status of such a development environment in a report. Neither is there any language in the cited passages of issuing a report to a customer. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 4, 18, 29 and 40, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said control information comprises one or more of the following: a statement of work, a profile of a server implemented in said development environment, a profile of a network component implemented in said development environment, and a profile of said development environment" as recited in claim 5 and similarly in claims 19, 30 and 41. The Examiner cites paragraphs 0036, 0038 and 0040 of Ream as teaching the above-cited claim limitations. Paper No. 3, page 7. Applicant respectfully traverses.

Ream instead teaches that the build generating software converts a build definition (includes identification of an operating system, as well as specific software applications or updates of applications desired to be installed) into a build plan which may include an executable file which can be executed by a recipient computer. [0036]. Ream further teaches that the recipient computer may be intended to be a server. [0038]. Ream further teaches that if the build server and the recipient computer are not co-located, an Internet connection may be provided, such that data can be transferred from the build server to the recipient computer over the Internet. [0040]. Hence, Ream teaches transferring data from a server to a recipient computer over the Internet. Ream further teaches converting a build definition into an executable file. There is no language in the cited passages that teaches control information that includes a statement of work. Neither is there any language in the cited passages that teaches a development environment that includes hardware

components and software components. Neither is there any language in the cited passages that teaches control information that includes a profile of a server implemented in such a development environment. Neither is there any language in the cited passages that teaches control information that includes a profile of a network component implemented in such a development environment. Neither is there any language in the cited passages that teaches control information that includes a profile of such a development environment. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 5, 19, 30 and 41, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said statement of work comprises standards for hardware components and software components in said target environment" as recited in claim 6. The Examiner cites paragraphs 0036 and 0050 of Ream as teaching the above-cited claim limitation. Paper No. 3, page 8. Applicant respectfully traverses and asserts that Ream instead teaches that the build generating software converts a build definition (includes identification of an operating system, as well as specific software applications or updates of applications desired to be installed) into a build plan which may include an executable file which can be executed by a recipient computer. [0036]. Ream further teaches that a sequence can be determined by using the "install first" list to ensure that all programs or services which are required to be installed first are installed before a requested program. [0050]. There is no language in the cited passages that teaches a statement of work. Neither is there any language in the cited passages that teaches a statement of work that includes standards for hardware components and software components. Neither is there any language in the cited passages that teaches a statement of work that includes standards for hardware components and software components in a target environment. Neither is there any language in the cited passages that teaches a

statement of work that includes contract conditions. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 6, 20, 31 and 42, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said statement of work comprises contract conditions" as recited in claim 6 and similarly in claims 20, 31 and 42. The Examiner cites column 30, line 48 – column 31, line 3 of Bowman as teaching the above-cited claim limitation. Paper No. 3, page 8. Applicant respectfully traverses and asserts that Bowman instead teaches a service level agreement between the services management group and the developers. There is no language in the cited passage that the service level agreement includes a statement of work. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 6, 20, 31 and 42, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said server profile comprises a description of said server implemented in said development environment" as recited in claim 7 and similarly in claims 21, 32 and 43. The Examiner cites paragraphs 0036 and 0038 of Ream as teaching the above-cited claim limitation. Paper No. 3, pages 8-9. Applicant respectfully traverses and asserts that Ream instead teaches that a build definition includes an identification of a desired operating system, as well as specific software applications or updates of applications desired to be installed on a recipient computer. [0036]. Ream further teaches that the recipient computer is a computer onto which it is desired to install software. [0038]. Ream further teaches that the recipient computer may be intended to be a server used to host an application, however the end-usage of the recipient computer is limited only by the ability of the build generating software to generate build plans for installing desired software.

[0038]. There is no language in the cited passages that teaches a server profile. Neither is there any language in the cited passages that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passages that teaches a description of a server implemented in such a development environment. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 7, 21, 32 and 43, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said network component profile comprises a description of said network component implemented in said development environment" as recited in claim 8 and similarly in claims 22, 33 and 44. The Examiner cites paragraphs 0036 and 0038 of Ream as teaching the above-cited claim limitation. Paper No. 3, page 9. Applicant respectfully traverses. As stated above, Ream instead teaches that a build definition includes an identification of a desired operating system, as well as specific software applications or updates of applications desired to be installed on a recipient computer. [0036]. Ream further teaches that the recipient computer is a computer onto which it is desired to install software. [0038]. Ream further teaches that the recipient computer may be intended to be a server used to host an application, however the end-usage of the recipient computer is limited only by the ability of the build generating software to generate build plans for installing desired software. [0038]. There is no language in the cited passages that teaches a network computer profile. Neither is there any language in the cited passages that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passages that teaches a description of a network component implemented in such a development environment. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 8, 22, 33 and 44, since the Examiner is relying upon



an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said profile of said development environment comprises a description of said hardware components and said software components of said development environment, wherein said profile of said development environment comprises a description of said software application to be developed" as recited in claim 9 and similarly in claims 23, 34 and 45. The Examiner cites paragraph 0044 of Ream as teaching the above-cited claim limitation. Paper No. 3, page 9. Applicant respectfully traverses. Ream instead teaches that a build definition (includes identification of a desired operating system, as well as specific software applications or updates of applications desired to be installed on a recipient computer) is received from a build requester (person desires to have software installed on a recipient computer). [0044]. There is no language in the cited passage that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passage that teaches a profile of such a development environment. Neither is there any language in the cited passage that teaches a profile of such a development environment that includes a description of the hardware components and the software components of the development environment. Neither is there any language in the cited passage that teaches a profile of such a development environment that includes a description of the software application to be developed. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 9, 23, 34 and 45, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said processing said first request comprises updating a profile of a server implemented in said development

environment, wherein said server profile comprises a description of said server implemented in said development environment" as recited in claim 10. The Examiner cites paragraphs 0045 and 0081 of Ream as teaching the above-cited claim limitations. Paper No. 3, page 10. Applicant respectfully traverses.

Ream instead teaches that the generation of the plan may involve selecting software components to be installed on the recipient computer, and grouping predetermined installation packages together to form a build plan. [0045]. Ream further teaches that a centralized build information server is allowed to be maintained. [0081]. Ream further teaches that the centralized build information server may allow information used in build generating stations to be controlled at a single point. [0081]. Ream further teaches that data defining parameters and installation instructions for specific software packages may become obsolete over time. [0081]. Ream further teaches that the parameters for the installation of the new revision may differ from the previous version, requiring that data used by each build generating station be updated to reflect the new revision information. [0081]. There is no language in the cited passages that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passages that teaches updating a profile of a server in such a development environment. Neither is there any language in the cited passages that teaches a server profile that includes a description of the server implemented in such a development environment. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claim 10, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said processing said first request comprises updating a profile of a network component implemented in said development environment, wherein said network component profile comprises a

description of said network component implemented in said development environment" as recited in claim 11. The Examiner cites paragraphs 0047, 0048 and 0081 of Ream as teaching the above-cited claim limitations. Paper No. 3, pages 10-11. Applicant respectfully traverses.

Ream instead teaches that the recipient computer may be intended to access data necessary to install software onto the recipient computer via a network connection as well as a destination address where the data can be accessed. [0047]. Ream further teaches that the installation of the software across a network may require the presence of authentication means on the recipient computer. [0048]. Ream further teaches that a centralized build information server is allowed to be maintained. [0081]. Ream further teaches that the centralized build information server may allow information used in build generating stations to be controlled at a single point. [0081]. Ream further teaches that data defining parameters and installation instructions for specific software packages may become obsolete over time. [0081]. Ream further teaches that the parameters for the installation of the new revision may differ from the previous version, requiring that data used by each build generating station be updated to reflect the new revision information. [0081]. There is no language in the cited passages that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passages that teaches updating a profile of a network component implemented in such a development environment. Neither is there any language in the cited passages that teaches a network component profile that includes a description of a network component implemented in such a development environment. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claim 11, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "wherein said processing said first request comprises updating profile of said development environment, wherein said profile of said development environment comprises a description of said hardware components and said software components of said development environment, wherein said profile of said development environment comprises a description of said software application to be developed" as recited in claim 12. The Examiner cites paragraphs 0015, 0045 and 0081 of Ream as teaching the above-cited claim limitations. Paper No. 3, page 11. Applicant respectfully traverses.

Ream instead teaches a build library that contains installation programs provided by software suppliers where the installation programs each configure and install a specific software package onto a recipient computer. [0015]. Ream further teaches that a build generating station may include build generating software, which generates build plans based on software identified as desired to be installed on a recipient computer. [0015]. Ream further teaches that the generation of the plan involves selecting software components to be installed on the recipient computer and grouping pre-determined installation packages together to form a build plan. [0045]. Ream further teaches that the process may update information associated with the build generating program to ensure that current information is used for a build. [0045]. Ream further teaches that this update may be accomplished by synchronizing a local build information database. [0045]. Ream further teaches that a centralized build information server is allowed to be maintained. [0081]. Ream further teaches that the centralized build information server may allow information used in build generating stations to be controlled at a single point. [0081]. Ream further teaches that data defining parameters and installation instructions for specific software packages may become obsolete over time. [0081]. Ream further teaches that the parameters for the installation of the new revision may differ from the previous

version, requiring that data used by each build generating station be updated to reflect the new revision information. [0081].

There is no language in the cited passages that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passages that teaches updating a profile of such a development environment. Neither is there any language in the cited passages that teaches a profile of such a development environment that includes a description of the hardware components and the software components of such a development environment. Neither is there any language in the cited passages that teaches a profile of such a development environment that includes a description of a software application to be developed. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claim 12, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "receiving a second request, wherein said second request comprises a request to implement a change in said development environment" as recited in claim 13 and similarly in claims 24, 35 and 46. The Examiner cites paragraphs 0013 and 0014 of Ream as teaching the above-cited claim limitations. Paper No. 3, page 12. Applicant respectfully traverses.

Ream instead teaches that a build plan may cause a record to be written to an event log upon the completion of each installation package. [0013]. Ream further teaches that this may allow simple package counting to identify the installation package being installed at the point of failure, and optimally may allow an automated build to be initialized at this point once an installation error has been remedied. [0013]. Ream further teaches that the use of the build plan may allow the software components installed to be identified based on the installation programs present in the

build library at the time of the build, such that a record can be generated based on the build date and the configuration of the build library to identify what revision levels of software were installed on a particular machine. [0014]. Ream further teaches that this may allow automated updating to occur at a later date simply by identifying a recipient computer built using a particular revision level of software. [0014]. Thus, Ream teaches identifying the installed software components as well as automatically updating installed software components. However, there is no language in the cited passages that teaches a development environment that includes hardware components and software components. Neither is there any language in the cited passages that teaches a request to implement a change in such a development environment. Instead, Ream teaches updating only installed software components. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 13, 24, 35 and 46, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

Applicant further asserts that Ream and Bowman, taken singly or in combination, do not teach or suggest "receiving a second request, wherein said second request comprises a request to correct a problem detected in said development environment" as recited in claim 14 and similarly in claims 25, 36 and 47. The Examiner cites paragraph 0019 of Ream as teaching the above-cited claim limitations. Paper No. 3, page 12. Applicant respectfully traverses and asserts that Ream instead teaches that the process may cause an event log to be written after the execution of segments of a build plan, such that the event log can be later reviewed to determine whether the build plan functioned properly, and if not, what software package was not successfully installed, by the absence of an installation event written to the event log. [0019]. Hence, Ream teaches determining what software was not successfully installed. This is not the same as a request to correct a problem detected. Furthermore, there is no language in the cited passage that teaches a development environment that includes hardware components and software components. Neither

is there any language in the cited passage that teaches a request to correct a problem detected in such a development environment. Therefore, the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 14, 25, 36 and 47, since the Examiner is relying upon an incorrect, factual predicate in support of the rejection. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998).

As a result of the foregoing, Applicant respectfully asserts that there are numerous claim limitations not taught or suggested in the cited prior art, and thus the Examiner has not presented a *prima facie* case of obviousness in rejecting claims 1-47 as being unpatentable over Ream in view of Bowman. M.P.E.P. §2143.

IV. CONCLUSION

As a result of the foregoing, it is asserted by Applicant that claims 1-47 in the Application are in condition for allowance, and Applicant respectfully requests an allowance of such claims. Applicant respectfully requests that the Examiner call Applicant's attorney at the below listed number if the Examiner believes that such a discussion would be helpful in resolving any remaining issues.

Respectfully submitted,

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